

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

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JILL M. BECKMAN,

Plaintiff,

vs. Case No. 1:18-cv-00985

GUARDANT HEALTH, INC.,

Defendant.

~~~~~

Deposition of
JILL BECKMAN

February 11, 2019
9:59

Taken at:
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Oswald Centre
1100 Superior Avenue
East, 20th Floor
Cleveland, Ohio
Tracy Morse, RPR

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1 JILL BECKMAN, of lawful age, called for
2 examination, as provided by the Federal Rules
3 of Civil Procedure, being by me first duly
4 sworn, as hereinafter certified, deposed and
5 said as follows:

6 EXAMINATION OF JILL BECKMAN
7 BY MS. BYRNE:

8 Q. Good morning, Ms. Beckman.

9 A. Good morning.

10 Q. Can you state and spell your full
11 name for the record.

12 A. Sure. It's Jill Melissa Beckman,
13 J-i-l-l, M-e-l-i-s-s-a, B-e-c-k-m-a-n.

14 Q. And my name is Shannon Byrne. I
15 represent Guardant Health in the lawsuit that
16 you filed. We are here today for the purpose
17 of taking your deposition pursuant to an
18 agreement and notice to your counsel. Have you
19 ever been deposed before?

20 A. No.

21 THE WITNESS: Wait. I'm already
22 looking at you and I can't look at you.

23 A. I don't understand the question.

24 Q. Have you ever been deposed in a
25 lawsuit before?

1 that's inaccurate, because it was through -- I
2 was paid through October, but I was -- I was
3 paid through October 3, but I was terminated, I
4 believe September 18 --

5 Q. Okay.

6 A. -- so that -- I don't know if that
7 needs to be changed or not.

8 Q. Okay. I see there is a gap between
9 May 2016 and September 2016. Can you tell me
10 what you were doing in between those dates?

11 A. Yes. Can you repeat the dates,
12 please?

13 Q. Yeah. May 2016, you left
14 AstraZeneca.

15 A. Right.

16 Q. And then September 2016, you
17 started at Guardant Health and I just asked you
18 what you were doing in between those two dates.

19 A. Okay. So I did start a new
20 position with a company called Helsinn that
21 lasted very briefly because of a change they
22 made. So you don't need the details, until you
23 want me to share them, but I started with
24 Helsinn, for I believe it was only two
25 months --

1 Q. Okay.

2 A. -- I also helped my -- our
3 sister-in-law, my husband's sister-in-law. His
4 brother had prostate cancer, so I was also
5 helping them. I believe he passed away in
6 July, if I'm not mistaken, and then I went back
7 to work.

8 Q. Why isn't Helsinn on your resume?

9 A. Because they lied to me, so it
10 was -- I interviewed with one manager and then
11 they had me report to another manager, so it
12 was a bait-and-switch. I literally was
13 supposed to work for one and then they had me
14 report to another and so it was not a good fit.

15 Q. But you previously testified that
16 your resume was accurate, correct?

17 A. It is accurate. It might be
18 missing Helsinn, but it doesn't add any value
19 to my background. There's no value to Helsinn
20 at all on this resume.

21 Q. Okay. So I just want to talk a
22 little bit about your employment at Helsinn.
23 And that's Helsinn Therapeutics, correct?

24 A. Yes.

25 Q. So you said you worked there for

1 two months. Do you remember the exact dates?

2 A. I believe it was two months. And I
3 don't recall.

4 Q. But did you start in May 2016?

5 A. I don't recall.

6 Q. Okay. And what was your job title,
7 while you were at Helsinn?

8 A. I don't remember.

9 Q. Even though we are just talking
10 about going back to 2016, you don't remember
11 your job title?

12 A. Yes. You can tell they vary from
13 every single position I've held. They change
14 with each organization.

15 Q. Did your job title ever change,
16 while you were at Helsinn?

17 A. No.

18 Q. Do you remember what your job
19 duties were at Helsinn?

20 A. It was sales.

21 Q. Do you remember what your sales
22 territory was?

23 A. I don't recall. Probably
24 Cleveland, but I'm not positive.

25 Q. And was your departure involuntary?

1 A. It was a mutual separation.

2 Q. Were you ever disciplined, while
3 you were at Helsinn?

4 A. No, not to my recollection. Like a
5 letter? Are you talking about a warning?

6 Q. Any kind of discipline. Were you
7 ever verbally counseled?

8 A. Yes.

9 Q. Okay. Can you tell me about that?

10 A. Sure. I'm sorry. I took notes --
11 oh, my god, this will make me cry. I took
12 notes in meetings, which I've done for 15
13 years. And it's typically encouraged with most
14 pharmaceutical companies that I worked for, to
15 take notes so you learn and I was chastised for
16 taking notes in our meeting. I also could not
17 get onto the Internet and I tried my manager's
18 hotspot, I think it's called. I tried to get
19 on the Internet with his hotspot.

20 He was trying to help me get onto the
21 Internet, so I could participate in the
22 exercise the team was doing. I could not get
23 onto the Internet. So I did a little bit of
24 work. It was a half hour before the end of the
25 meeting, I shut my computer down just because I

1 couldn't get on the Internet. I couldn't do
2 the exercise. So I think I excused myself to
3 the bathroom and was also, I guess coached for
4 that or -- it wasn't discipline but it was
5 discussed.

6 Q. Okay. Any other verbal coaching?

7 A. Not that I recall, no. Or I don't
8 remember.

9 Q. And no written discipline, while
10 you were at Helsinn?

11 A. I don't remember. I don't believe
12 so.

13 Q. Was this all one coaching session
14 or were these two separate coaching sessions?

15 A. That was one.

16 Q. And who coached you?

17 A. My manager.

18 Q. And who was your manager?

19 A. Frank. I don't remember his last
20 name.

21 Q. Okay. And what did Frank tell you,
22 when you were coached?

23 A. That I should not take notes in
24 meetings. And that I should not have shut my
25 computer down before the end of the meeting.

1 Q. Did he say why?

2 A. No.

3 Q. And how did you respond?

4 A. I said, "Okay."

5 Q. And that's all you said in
6 response?

7 A. I don't recall.

8 Q. Okay. Did you talk to anybody else
9 about this coaching event?

10 A. I don't recall.

11 Q. You didn't send any emails related
12 to this coaching to anyone else?

13 A. I may have with -- I may have with
14 HR perhaps trying to get help --

15 Q. Okay.

16 A. -- I don't remember, but I believe
17 I tried to reach out to HR just -- I just felt
18 he was -- I have no idea why he's -- yeah. I
19 mean, he was terminated from JSK. He was
20 terminated from Helsinn. He had a horrible
21 reputation, which is why when I found out I was
22 reporting to him, I was highly disappointed.
23 And I knew right from the very beginning, it
24 was not going to be two months, which is why it
25 was only two months. Most of it was training.

1 Q. So who did you express your
2 discontent to about having to report to him?

3 A. No one.

4 Q. When did this coaching happen?

5 A. It was after a national meeting.

6 Q. Do you remember the month?

7 A. No.

8 Q. Was it in the middle of your
9 employment?

10 A. Yes.

11 Q. And so after the coaching, you kept
12 working at Helsinn?

13 A. Briefly, maybe. I don't -- it was
14 only two months overall. I don't recall.

15 Q. So tell me about your mutual
16 decision to leave Helsinn.

17 A. So I got a phone call that just
18 said, "This isn't working well" -- I got a
19 phone call to meet my manager. And when I got
20 there, he said, "This isn't working out," and I
21 said, "I agree," and he handed me the
22 separation agreement and I signed it and --

23 Q. Was anyone else present at the
24 meeting?

25 A. He had, I believe -- I think her

1 Q. So what does, "Downsize," mean for
2 a territory?

3 A. That it decreased in size. I lost
4 part -- I lost part of the geography. I lost
5 Michigan. So it went from Michigan, Cleveland
6 and Pittsburgh to just Cleveland and
7 Pittsburgh. It was downsized.

8 Q. What happened to Michigan?

9 A. A new rep took over.

10 Q. Because the sales force was
11 expanding, correct?

12 A. I don't know.

13 Q. So they hired a new rep to take
14 over the part of your territory that split off,
15 correct?

16 A. They hired a new rep to take over
17 Michigan.

18 Q. Which split off from your
19 territory, correct?

20 A. Yes.

21 Q. So the company wasn't downsizing.

22 A. No.

23 Q. So how was your territory
24 downsizing?

25 MR. BALES: Objection. Asked and

1 Michigan that somebody else was going to be
2 taking over their account?

3 A. I was asked to notify customers of
4 the new account rep and so I made those
5 introductions to not just -- not one specific
6 person but multiple, multiple doctors, nurses,
7 introducing Kelli to them.

8 Q. And what did you say, when you
9 introduced Kelli?

10 A. I don't remember.

11 - - - - -

12 (Thereupon, Deposition Exhibit 3,
13 7/16/2017 Email Trail Between Jill
14 Beckman Muneesh Tewari and Casey
15 Jenkins, Bates Numbers GH
16 000049-000050, was marked for
17 purposes of identification.)

18 - - - - -

19 Q. So I'll let you review Exhibit 3.

20 A. Okay.

21 Okay.

22 Q. Can you identify this document?

23 A. No.

24 Q. Going down about halfway where it
25 says, "On July 16, 2017, at 3:12 p.m., Jill

1 Beckman...wrote..." Do you know see what I'm
2 talking about?

3 A. Yes.

4 Q. Do you recall writing the text
5 that's underneath that line?

6 A. Yes.

7 Q. Who is Dr. Alva and Dr. Tewari?

8 A. They were instrumental in the
9 collaboration and the contract that was agreed
10 upon between those doctors, Steven Collora,
11 Alicia. They were instrumental in those
12 meetings and moving forward with the
13 collaboration with U of M.

14 Q. And by, "U of M," you're referring
15 to University of Michigan?

16 A. Yes.

17 Q. Can you read what you told Dr. Alva
18 and Dr. Tawari in just that first paragraph?

19 A. Sure.

20 "Hi Dr. Alva and Dr. Tewari,"

21 "As Guardant Health is rapidly growing,
22 we are expanding WI-sales force to better serve
23 your account, and recently hired an account rep
24 for the Michigan area."

25 Q. And did you tell them anywhere in

1 this email that you were being downsized?

2 A. No.

3 Q. Okay. But you did tell them about
4 expanding the sales force, correct?

5 A. Yes.

6 Q. And hiring a new rep, correct?

7 A. No.

8 Q. Where it says, "And recently hired
9 an account rep for the Michigan area."

10 A. I missed that. I'm sorry. "Let me
11 introduce you" -- I apologize. That's my
12 mistake. Yes.

13 Q. Okay. And we can agree that you
14 drafted that email?

15 A. Yes.

16 MS. BYRNE: Can we take a quick
17 break?

18 MR. BALES: Yes.

19 MS. BYRNE: Let's go off the record
20 for a little bit.

21 (Recess taken.)

22 - - - - -

23 (Thereupon, Deposition Exhibit 4,
24 4/13/2017-5/8/2017 Email Trail
25 Between Jill Beckman, Alicia

1 month of not hitting those goals.

2 Q. Did you understand that the company
3 didn't want you to talk about other employees
4 getting fired to other Guardant employees?

5 A. On that phone call?

6 Q. Yeah.

7 A. I don't remember.

8 Q. Did you ever understand that?

9 A. I did with the first and final
10 written warning.

11 Q. So what would have changed at the
12 time of the phone call, after the first and
13 final written warning?

14 A. Nothing.

15 Q. So you still understood that you
16 weren't supposed to send emails discussing
17 people from the company getting fired?

18 A. I didn't think about it. It was --
19 it was a mistake. I mean, I didn't think about
20 it. I honestly thought I was terminated for
21 talking about sales goals.

22 - - - - -

23 (Thereupon, Deposition Exhibit 12,
24 9/8/2017 Letter To Jill Beckman From
25 Amelia Merrill With Attachments,

1 Bates Numbers GH 000372-000377, was
2 marked for purposes of
3 identification.)

4 - - - - -

5 Q. So I'll let you review what's been
6 marked as Exhibit 12.

7 MR. BALES: Shannon, if you're
8 about to go on to a different topic --

9 This can be off the record.

10 (Discussion held off the record.)

11 BY MS. BYRNE:

12 Q. So do you recognize Exhibit 12?

13 A. Yes.

14 Q. And can you identify this document?

15 A. I don't understand the question.

16 Q. What is this document?

17 A. There's two documents.

18 Q. What are the two documents?

19 A. They're separate documents --

20 documents to my -- from my perspective.

21 There's a document dated September 18 addressed
22 to me that details -- not details. There's a
23 document dated September 18, addressed to me
24 stating, "Private and confidential letter of
25 termination." And then there's a document

1 dated October 2 of 2017, addressed to me
2 entitled, "Terms of Separation."

3 Q. What is the first document that you
4 see on the page Bates labeled GH 000372?

5 A. It's a letter of termination.

6 Q. Okay. And are you the recipient of
7 this document?

8 A. Yes.

9 Q. Do you recall receiving this
10 document?

11 A. Yes.

12 Q. And it's dated at the bottom as
13 September 20, 2017, correct?

14 A. Yes.

15 Q. So let's turn to the next page,
16 GH 000373.

17 A. Yes.

18 Q. Do you see that page?

19 A. Yes.

20 Q. And what is this document?

21 A. This is the letter I received on
22 October 5. It was addressed to me and it
23 details some of the terms of my separation.

24 Q. How do you know you received this
25 on October 5?

1 A. Because there's a timeline at the
2 end of it. It's not actually on here. I have
3 the timeline. We have the timeline --
4 actually, this is a different one. Wait a
5 minute, this is a different one. I thought --
6 this was the draft. I apologize. That's my
7 mistake. I reviewed the actual letter that was
8 sent on October 5 --

9 Q. Okay. So this is --

10 A. -- this is a draft. I apologize.
11 My mistake.

12 Q. So this is a draft of the document
13 entitled, "Terms of Separation," correct?

14 A. Yes.

15 Q. And you received this on
16 September 20, 2017, correct?

17 A. Yes.

18 Q. Along with the first page, which
19 was the letter of termination, correct?

20 A. I don't know.

21 Q. So is there any basis to dispute
22 that you received all of these pages when they
23 were sent to you on September 20, 2017?

24 A. Okay. Now I see what the timeline,
25 that they were both -- I mean, this states they

1 were both sent together. So will you, please,
2 repeat the question?

3 Q. So can we agree the employee
4 separation letter and the draft separation
5 agreement were sent to you together on
6 September 20, 2017?

7 A. Yes.

8 Q. And this was approximately two
9 weeks before your employment ended, correct?

10 A. Approximately, yes.

11 - - - - -

12 (Thereupon, Deposition Exhibit 13,
13 10/2/2017 Letter To Jill Beckman
14 From Amelia Merrill With Attachment,
15 Bates Number GH 000210-000214, was
16 marked for purposes of
17 identification.)

18 - - - - -

19 Q. So I'll let you review what's been
20 marked as Exhibit 13.

21 A. Okay.

22 Q. Can you identify this document?

23 A. Yes. It's a letter dated October 2
24 addressed to me that's entitled, "Terms of
25 Separation," and has some of my terms of

1 separation in it.

2 Q. When did you receive this document?

3 A. This was October 5, 2017.

4 Q. And you reviewed this document?

5 A. Yes.

6 Q. Did you ask for any changes to be
7 made to this document?

8 A. I don't remember.

9 Q. Do you have any reason to believe
10 you asked for any changes to be made to this
11 document?

12 A. I asked Casey, because I received
13 the separation documents contemporaneously, and
14 I asked Casey why my termination date had
15 changed from October 2 to October 3. So this
16 document is inaccurate. It states,
17 "October 2," when my date was actually
18 October 3 detailed in the separation documents.
19 So that was the one question I asked for
20 clarification.

21 Q. Okay. And you signed this document
22 on October 6, 2017, correct?

23 A. Yes.

24 Q. Looking at the second page, Beckman
25 000211, at paragraph 6, there was a waiver of

1 claims, correct?

2 A. Yes.

3 Q. And you understood what this meant?

4 A. I don't remember.

5 Q. Did you ask anybody what this
6 meant?

7 A. No.

8 Q. You were agreeing not to sue the
9 company for anything related to your employment
10 up to the date you signed this agreement,
11 correct?

12 A. I don't know.

13 Q. So let's turn to the second-to-last
14 page, Beckman 000213 and paragraph 14 entitled,
15 "Review Of Separation Agreement." Do you see
16 that?

17 A. Yes.

18 Q. Okay. In the second line, it
19 says -- well, I'll just read the whole thing.
20 "You understand that you may take up to
21 twenty-one (21) days to consider this agreement
22 and, by signing below, affirm that you were
23 advised to consult with an attorney prior to
24 signing this agreement." Is that what the
25 document says?

1 A. Yes.

2 Q. Did you consult with an attorney?

3 A. No.

4 Q. But you were advised to consult
5 with an attorney?

6 A. Yes.

7 Q. Let's look at the third page, Bates
8 labeled Beckman 000212 at paragraph 10,
9 "Confidentiality." Did you understand this
10 provision?

11 A. I don't remember.

12 Q. How much were you paid in exchange
13 for signing this agreement?

14 A. I don't understand the question.

15 Q. Were you paid money, in exchange
16 for signing this agreement?

17 A. I received severance pay. That was
18 detailed in the separation documents.

19 Q. How much did you receive?

20 A. I don't remember.

21 Q. Okay. Let's turn to paragraph 12
22 entitled, "Entire Agreement." Can you read
23 that paragraph for me?

24 A. Sure.

25 "This agreement constitutes the entire

1 answered.

2 Go ahead.

3 A. No.

4 Q. And then just going back to when I
5 asked if you received any payment in exchange
6 for signing this document, I want to focus on
7 paragraph 3 and after that little (a). It says
8 they will pay you a total of four weeks base
9 pay. So that's above and beyond just the
10 payment of your wages, correct?

11 A. Yes.

12 Q. And paragraph 2 is referring to the
13 payment of wages.

14 A. Yes.

15 - - - - -

16 (Thereupon, Deposition Exhibit 14,
17 10/6/2017 Email to Casey Jenkins,
18 Jill Beckman From Adobe Sign With
19 Attachments, Bates Number GH
20 0000017-000022, was marked for
21 purposes of identification.)

22 - - - - -

23 Q. So I'll let you review what's been
24 marked as Exhibit 14.

25 A. Okay. Thank you.

1 Q. Can you identify this document?

2 A. These are the separation documents
3 sent to me on October 5.

4 Q. Okay. Is this the first time you
5 received the separation documents?

6 A. I don't remember.

7 Q. Do you have evidence that you
8 received these before October 5?

9 A. I don't know if they sent me a
10 draft similar to the letter. That's, I guess
11 what I'm saying. I don't know if they sent me
12 a draft prior to sending these, but these are
13 the separation documents that I received again
14 at the same time as of the separation letter.

15 Q. Do you have a copy of the draft of
16 any separation documents?

17 A. I don't know. I don't believe so.
18 I don't know. I don't remember.

19 Q. Did you produce a draft of the
20 separation documents?

21 A. I don't know. If I had one, I
22 would have produced it. I'm not trying to be
23 difficult. If I had a draft, I would have.
24 That's why I don't know if I had a draft or
25 not, but I don't know.

1 Q. So you haven't produced a draft of
2 the separation documents. So can we agree that
3 there's no draft of the separation documents?

4 MR. BALES: Objection.

5 You can answer.

6 A. Yes.

7 Q. So you received the separation
8 documents, which are Exhibit 14, in a second
9 email on October 5, 2017, correct?

10 A. Yes.

11 Q. Did you sign these documents, after
12 you signed the separation agreement?

13 A. Yes.

14 Q. Let's look at the second page,
15 which is Bates labeled, GH 000018.

16 A. Okay.

17 Q. Can you identify this document?

18 A. It reads, "Acknowledgment of
19 Separation Documents."

20 Q. And did you sign this document?

21 A. Yes.

22 Q. In here you're asked to acknowledge
23 receiving your final paycheck, correct?

24 MR. BALES: Object to the form.

25 You can answer.

1 A. Yes.

2 Q. And you're acknowledging that you
3 received your final wage payment for all hours
4 worked including any accrued PTO, correct?

5 A. Yes.

6 Q. And then the next page, GH 000019.
7 Can you identify this document?

8 A. It says, "Notice to Employee As to
9 Change in Relationship."

10 Q. Okay. And you signed this document
11 on October 6, 2017.

12 A. Yes.

13 Q. Right above your signature line, it
14 says, "I received a copy of this notice." Is
15 that correct?

16 A. It reads that, but it's inaccurate.
17 It was emailed to me on October 5.

18 Q. Underneath your actual signature,
19 does it say, "October 6, 2017"?

20 A. Can you repeat the question?

21 Q. So under your signature, it's
22 written, "October 6, 2017," correct?

23 A. Yes. I believe that's when I
24 signed it. That's when I signed this document.

25 Q. Okay. Can you identify the third

1 page, Bates labeled GH 000020?

2 A. It's final paycheck acknowledgment.

3 Q. And you signed this document on
4 October 6, 2017.

5 A. Yes.

6 Q. Let's go back to the prior page,
7 which was the notice to employee as to change
8 in relationship, Bates labeled GH 000019.

9 A. Okay.

10 Q. Do you see where it says, "Your
11 employment status has changed for the following
12 reason: Terminated due to violating a first and
13 final written warning"?

14 A. Yes.

15 Q. You signed this document, correct?

16 A. Yes.

17 Q. So you agreed that you were
18 terminated due to a violation of the first and
19 final written warning.

20 A. Yes.

21 Q. And did this have anything to do
22 with your territory?

23 A. No.

24 THE WITNESS: Can we take a break
25 so I can go to the bathroom, please?

1 MS. BYRNE: Sure.

2 THE WITNESS: Okay.

3 (Recess taken.)

4 BY MS. BYRNE:

5 Q. Okay. Now I'm going to move into,
6 you know, the Bayer timeframe with your
7 application, interview and all that. So when
8 did you apply at Bayer?

9 A. I don't remember. Well, there were
10 multiple applications, too.

11 Q. Like approximately when was your
12 first application?

13 A. I don't remember if it was before
14 being terminated or after, because I was
15 looking once -- yeah, I don't remember.

16 Q. So it would have been after
17 September 18?

18 A. It would have been after my
19 territory changed. Once my territory changed,
20 I knew I was -- yeah.

21 Q. So there was a first application.
22 And was there another application?

23 A. Yes. So there was a prostate
24 cancer application and a TKI application.

25 Q. And did you get an interview as a

1 Q. Okay. And did you discuss Guardant
2 Health at the second interview with Tim Holmes?

3 A. Uh-huh.

4 MR. BALES: You have to answer
5 "Yes," or, "No."

6 A. Oh, I'm sorry. No. Thank you.

7 Q. So you didn't discuss Guardant
8 Health at either one of the TKI interviews?

9 A. No.

10 Q. So let's go back to Exhibit 1,
11 which is your resume. So this was the resume
12 that you gave to Bayer, correct?

13 A. I don't know.

14 Q. Okay. Do you want to review it?
15 I'll represent to you that this is what we
16 received from Bayer in response to --

17 A. I haven't -- I have a couple
18 resumes and I think I shortened it from three
19 pages down to two. So I have no idea what I
20 provided to Bayer, but it would have been
21 similar information, just consolidated.

22 Q. We went over this, but -- so when
23 you applied to Bayer, the resume you had did
24 not have Helsinn Therapeutics on it, correct?

25 A. Correct.

1 Q. Did you tell them you worked for
2 Helsinn Therapeutics, during your interview?

3 A. No.

4 Q. Going to the TKI interviews. Did
5 either one of them ask if you were still
6 employed?

7 A. TKI?

8 Q. Yeah. The first -- or not on this
9 document, but going back to the TKI --

10 A. No --

11 Q. -- interviews.

12 A. -- I was surprised. I mean, I
13 thought they would ask me about Guardant and
14 Demetrius, because we worked together at
15 AstraZeneca. So, no.

16 - - - - -

17 (Thereupon, Deposition Exhibit 15,
18 11/30-12/5/21017 Email Trail Between
19 Chris Melbourne, Bryan Mele and
20 Margaret Blackwell, Bates Numbers
21 GH-BAYER 0031-0035, was marked for
22 purposes of identification.)

23 - - - - -

24 Q. So I'll let you review what's been
25 marked as Exhibit 15.

1 GH Bayer 0011-0012, was marked for
2 purposes of identification.)

3 - - - - -

4 Q. So I'll let you review what's been
5 marked as Exhibit 17.

6 A. Okay.

7 Q. Can you identify this document?

8 A. Yes. This was the offer letter
9 sent to me on December 6 of 2017.

10 Q. From?

11 A. From Bayer.

12 Q. What was your territory going to be
13 for Bayer, with respect to this in this offer
14 letter?

15 A. It would have been Cleveland.

16 Q. So the Cleveland area, so UH,
17 MetroHealth, Cleveland Clinic?

18 A. Yeah.

19 Q. And was this offer contingent?

20 A. Yes.

21 Q. And what was it contingent on?

22 A. Upon everything noted at the bottom
23 of page 1.

24 Q. Including a drug test?

25 A. Yes.

1 Q. And background check?

2 A. I don't see the test on there, but
3 I know that's true. Yes, background check,
4 exactly.

5 Q. Do you know who did the background
6 check?

7 A. Yes. Or -- yes.

8 Q. And who was that?

9 A. Justifacts.

10 Q. And how were you notified of that?

11 A. Via email.

12 Q. From Bayer or from Justifacts?

13 A. I received an email from Justifacts
14 on behalf of Bayer.

15 Q. Do you know when you received that
16 email?

17 A. No.

18 - - - - -

19 (Thereupon, Deposition Exhibit 18,
20 Background Check Information
21 Request, Bates Numbers BECKMAN
22 000325-000326, was marked for
23 purposes of identification.)

24 - - - - -

25 Q. I'll let you review what's been

1 marked as Exhibit 18.

2 A. Okay.

3 Q. Was this the email you received
4 notifying you of the background check?

5 A. Yes.

6 Q. Okay. Looking at the bottom right
7 above the, "Have a great day," on Beckman
8 000325, do you see reference there to the,
9 "Justifacts applicant portal"?

10 A. Yes.

11 Q. Is that what you used to fill out
12 the form for Justifacts?

13 A. Yes.

14 - - - - -

15 (Thereupon, Deposition Exhibit 19,
16 12/14-18/2017 Email Trail Between
17 The People Team, Courtney Metzgar
18 and Aisha Cook With Attachment,
19 Bates Numbers GH 000398-000402, was
20 marked for purposes of
21 identification.)

22 - - - - -

23 Q. I'll let you review what's been
24 marked as Exhibit 19. Oh, I handed you, sorry,
25 mine.

1 A. Is this yours?

2 Q. Yes.

3 A. (Handing.)

4 Q. Okay.

5 A. Thank you.

6 Q. Okay. So I want to turn to the
7 third page, which is GH 000400.

8 A. Okay.

9 Q. Can you identify this document?

10 A. It states, "Justifacts Background
11 Check Authorization Waiver."

12 Q. Okay. Is this your signature at
13 the bottom of the page?

14 A. Yes.

15 Q. Did you read this document, before
16 you signed it?

17 A. Yes.

18 Q. Did you understand it?

19 A. Yes.

20 Q. And then could you read the third
21 line from the top starting with, "I release,"
22 the first full paragraph.

23 A. "... I release employers and
24 persons named in my application from all
25 liability for any damages on account of his/her

1 furnishing said information."

2 Q. And then above the big, "Agree," in
3 sort of bold lettering, could you read those
4 two lines?

5 A. "By selecting AGREE below, I
6 acknowledge that I am creating an electronic
7 signature and that I understand it will be
8 legally binding and enforceable as the legal
9 equivalent of a handwritten signature."

10 Q. You signed this document, correct?

11 A. Yes.

12 Q. And then just going to the last
13 page, which is Bates labeled GH 000402, can you
14 identify what this document is?

15 A. No.

16 Q. Okay. I know you didn't fill this
17 out. All right.

18 - - - - -

19 (Thereupon, Deposition Exhibit 20,
20 12/6/2017 Justifacts Credential
21 Verification, Inc., Bates Number
22 BECKMAN 000342-000351, was marked
23 for purposes of identification.)

24 - - - - -

25 Q. So I'll let you review what's been

1 marked as Exhibit 20.

2 A. Okay. I'm ready.

3 Q. So can you identify this document?

4 A. This is the Justifacts document.

5 Q. And what do you mean by,

6 "Justifacts document"?

7 A. For employment verification.

8 Q. So this is your consumer report?

9 MR. BALES: Objection. Asked and
10 answered.

11 Q. You can answer.

12 MR. BALES: I'm sorry. You can
13 answer.

14 A. I don't know.

15 Q. So did you receive a copy of this
16 report?

17 A. Yes.

18 Q. When did you receive a copy of this
19 report?

20 A. On or around -- it was end of
21 December, after my December 27 phone call with
22 Bayer.

23 Q. Did you request a copy of this
24 report?

25 A. No.

1 Q. So how did you receive a copy this
2 report?

3 A. Brian from Bayer HR said it would
4 be sent to me, after our phone call on
5 December 27.

6 Q. I want to back up. You had a phone
7 call with Brian from Bayer HR on December 27?

8 A. Yes.

9 Q. What did you discuss, during that
10 phone call?

11 A. He asked me to define,
12 "Misconduct."

13 Q. And what did you say in response?

14 A. I described the iPhone mistake.

15 Q. What do you mean by, "iPhone
16 mistake"?

17 A. Accidentally copying someone from
18 outside of the company.

19 Q. And what else was discussed during
20 the phone conversation on December 27?

21 A. He asked if I was terminated and I
22 said, "Not terminated. I received a first and
23 final written warning." Then he asked why I
24 was terminated and I said it was because of a
25 birthday email.

1 Q. And then what else was discussed?

2 A. That was it.

3 Q. So why did he send you a copy of
4 the report, which is Exhibit 20?

5 A. Because he explained -- I'm sorry.
6 He explained that they may be unable to extend
7 an offer. He stated that my iPhone mistake,
8 anyone could have made, but it's not up to him
9 and that it would be up to the attorneys at
10 Bayer to decide whether or not the offer would
11 move forward.

12 Q. Was that all that was discussed,
13 during your conversation?

14 A. I don't remember. I mean, I want
15 to say, yes, that was the bulk of it, but --
16 only other thing would have been he would have
17 said he was sending the Justifacts report or
18 they were sending the Justifacts report but
19 that was everything. Yes, it was a brief call
20 right after Christmas basically telling me they
21 may not be able to move forward with the offer.

22 Q. Did he ask you if you were
23 terminated for misconduct?

24 A. I don't remember.

25 Q. But initially you said you were not

1 Q. You don't recall if you talked to
2 Brian first or whether you may have received
3 this before you talked to Brian Mele?

4 A. No. I spoke with Brian before
5 receiving this. That's why I don't know if I
6 got this on the 27th or I got it later, but
7 I -- definitely Brian was my first point of
8 contact in terms of learning what was --

9 Q. So you did receive this. You just
10 don't know if it was on December 27, 2017.

11 A. Yes.

12 Q. Did you respond to this letter?

13 A. I don't understand the question.

14 Q. Well, you're being informed here
15 that, "Based in whole or in part on our hiring
16 criteria, including information recently
17 obtained in a consumer report completed by
18 Justifacts Credential Verification, Inc., BAYER
19 U.S. LLC may be unable to extend an offer of
20 employment to you."

21 So after you received that, did you
22 respond to Bayer?

23 A. No. Brian said to me that, based
24 on our phone call, he took copious notes and
25 would provide that to Bayer's attorneys and I

1 would hear back from someone in HR as to what
2 their decision was.

3 Q. Is there anything else from your
4 conversation with Brian Mele that you haven't
5 told me about?

6 MR. BALES: Object to form.
7 You can answer.

8 A. I don't remember.

9 Q. Do you have any notes from your
10 conversation with Brian Mele on December 27,
11 2017?

12 A. No.

13 Q. Is there anything that would
14 refresh your recollection as to what you
15 discussed with Brian Mele on December 27, 2017?

16 A. No.

17 - - - - -

18 (Thereupon, Deposition Exhibit 22,
19 12/18-30/2017 Email Trail Between
20 The People Team, Amelia Merrill,
21 Davina Patel and Jill Beckman, Bates
22 Numbers 000001-000002, was marked
23 for purposes of identification.)

24 - - - - -

25 Q. I'll let you review what's been

1 marked as Exhibit 22.

2 A. Okay.

3 Q. Can you identify this document?

4 A. Yes. This is a document that I
5 sent to Guardant on December 30, 2017.

6 Q. And you sent it to The People Team,
7 Amelia Merrill and Davina Patel, correct?

8 A. Yes.

9 Q. Could you read the text of the
10 email?

11 A. Sure.

12 "Thank you again for responding to
13 Justifacts. I received the results, and saw
14 that Davina did not follow the below terms of
15 our agreement, and provided additional
16 information about my termination. Most
17 companies do exactly what is noted below, and
18 do not respond to 'Reason for Leaving' or
19 'Would you Rehire?' I understand that employee
20 references come through the People Operations
21 Team and cover last employee title, date of
22 hire and date of separation only. Should I
23 have any questions I am to contact the People
24 Operations Team.

25 "I may not be hired for this new job due

1 to Davina stating I was terminated for
2 misconduct. Will you please respond, and
3 confirm that any future inquiries will cover
4 what is noted above, 'last employee title, date
5 of hire and date of separation only?'

6 "Thank you, Jill."

7 Q. So you didn't ask Guardant to
8 contact Justifacts and correct their response?

9 A. No.

10 Q. Okay. Did you ask them to contact
11 Bayer and correct the response?

12 A. No.

13 Q. Why didn't you ask in this email
14 for them to correct the response they reported?

15 A. Because Guardant -- I trusted that
16 Guardant would -- I trusted Guardant -- that
17 they would keep their promise in terms of our
18 contract of separation and only provide the
19 neutral information that was stated in our
20 contract of separation, which was salary,
21 title, start date, end date. They already
22 breached that contract of separation. They
23 already did the damage. So there was no
24 purpose in my contacting them and asking them
25 to take another step. If they had chosen to do

1 that on their own, that would have been
2 Guardant's decision, but from my perspective,
3 they already breached the contract and I was
4 possibly at risk of losing my job -- or my
5 offer with Bayer.

6 Q. But going back to your conversation
7 with Brian Mele on December 27, 2017. Did he
8 tell you that you were not getting the job?

9 A. He said they may not be able --
10 they may not be able to extend the offer.

11 Q. He used, "May"?

12 A. I don't know. I don't know the
13 exact verbiage. He base -- he said it was up
14 to the attorneys whether or not they would move
15 forward with an offer.

16 Q. So he didn't say you weren't
17 getting the job?

18 A. No.

19 Q. Going back to Exhibit 21. The
20 third line down of the main text says, "Bayer
21 USA LLC may be unable to extend an offer of
22 employment to you," correct?

23 A. Yes.

24 Q. It doesn't say, "Will not extend an
25 offer of employment to you," correct?

1 contract of separation ever again.

2 I was trying to verify that if they ever
3 have another background check again, based on
4 our contract of separation, that they would not
5 breach that contract a second time. So that's
6 what I was trying to state. And they never
7 responded to me. They never got back to me and
8 said they would not do it again.

9 - - - - -

10 (Thereupon, Deposition Exhibit 23,
11 1/11/2018 Letter To Jill Beckman
12 From Julia Henderson, Bates Number
13 Beckman 000341, was marked for
14 purposes of identification.)

15 - - - - -

16 Q. I'll let you review what's been
17 marked as Exhibit 23.

18 A. Okay.

19 Q. Can you identify this document?

20 A. Sure. It's a letter from Bayer
21 dated January 11, 2018, addressed to me.

22 Q. And did you receive this document?

23 A. Yes.

24 Q. In the second paragraph, it says,
25 "You have the right to dispute the accuracy or

1 completeness of any information in your
2 consumer report by contacting Justifacts,"
3 correct?

4 A. Yes.

5 Q. Did you contact Justifacts?

6 A. No.

7 Q. Did you do anything to dispute the
8 accuracy or completeness of your consumer
9 report?

10 A. No.

11 Q. Okay.

12 A. I'm not taking a break. I'm just
13 going to stand up for a second because of my
14 back. Thank you.

15 Q. Okay. So why do you think that
16 Bayer didn't hire you?

17 A. I don't know.

18 MS. BYRNE: Can we take a quick
19 break?

20 MR. BALES: Um-hum.

21 (Recess taken.)

22 - - - - -

23 (Thereupon, Deposition Exhibit 24,
24 Amended Complaint, was marked for
25 purposes of identification.)

1 A. It was in half of the agreement,
2 yes. It was in the contract of sepa -- the
3 agreement was the separation letter and the
4 separation documents, which made one contract.

5 Q. And so which portion was it in?

6 A. In the documents.

7 Q. In the separation documents?

8 A. Yes.

9 Q. Would you change anything you did
10 if you had known that Guardant Health was going
11 to report that you were terminated for
12 misconduct?

13 MR. BALES: Object to form.

14 You can answer.

15 A. I don't know.

16 Q. Now I want to talk about your job
17 search efforts after you stopped working at
18 Guardant Health and after the Bayer stuff
19 happened. Have you had any other employment,
20 since you worked at Guardant Health?

21 A. No.

22 Q. I can tell from sort of the
23 documents you produced and your discovery
24 responses that you were actively looking up
25 until July 2018, correct?

Jill M. Beckman

6900 Spencer Lake Road, Medina, Ohio 44256

330-242-3773

jillbeckman1123@gmail.com

PROFESSIONAL PROFILE

Self-directed, results oriented Oncology and Rare Disease Sales Specialist with 15 years of experience in the pharmaceutical industry. Proven record with 9 successful product launches and increasing revenue in the Oncology, Hematology, Surgical, Anesthesia, and Respiratory markets. Effective leader and communicator with expert selling and interpersonal skills. Consistent achievement and recognition for exceeding sales goals and growing market share in highly competitive markets. Strong internal/external relationships based on honesty, integrity, transparency and trusted respect from others.

PROFESSIONAL EXPERIENCE

Guardant Health

Account Executive (September 2016 - October 2017)

- Ranked 3rd nationally the first 6 months in territory
- Increased sales by 200% the first 6 months in territory
- Managed key accounts in Michigan, Cleveland and Pittsburgh
- Responsible for the sales of Guardant 360, the leader in liquid biopsies
- Educate Oncologists and their teams on the importance of genomic testing; the primary genes associated with lung, breast, prostate cancer, and other solid tumors; Guardant's ordering process; and managed care coverage

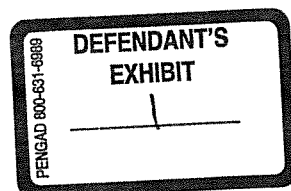
AstraZeneca Pharmaceuticals

Clinical Oncology Specialist (April 2015 - May 2016)

- Launched 2 Lung Cancer products for EGFR+ NSCLC patients
- Ranked 1st in the District for Iressa, & 3rd in the District for Tagrisso
- Established quick relationships with Lung Cancer Directors at the Cleveland Clinic and University Hospitals, their Nurse Practitioners, and Nurse Partners, plus other stakeholders to make an immediate impact on the business
- Collaborated with cross-functional peers across the organization including my MSL, Field Reimbursement Manager, Diagnostics Liaison, and other Field Associates to maximize business opportunities and commitments to a shared vision
- Selected by my DSM to be the clinical lead for a triad, and mentor new oncology team members

Novartis Pharmaceuticals Corporation

Sr. Respiratory Sales Specialist (December 2012 – April 2015)



- President's Club Award Winner 2013 (Ranked #1 of 20 Sales Specialists)
- Achieved 227% of target (WPGA - Weighted Product Goal Attainment) in 2013
- Developed and maintained effective relationships with Cystic Fibrosis Center Directors, Physicians, Nurse Care Coordinators, Nurses, Respiratory Therapists, Social Workers, and other stakeholders to deliver exceptional business results
- Initiated and supported educational events (CF Family Days, Great Strides, and Speaker Programs) to make a difference in the lives of CF patients and their caregivers
- Collaborated with cross-functional peers across the organization including Key Account Managers, Managed Markets, Sales Operations, Marketing, and other Field Associates to maximize business opportunities and commitments to a shared vision

Archimedes Pharma

Oncology Sales Specialist (September 2011 – May 2012)

- Joined a start-up company to launch a product for breakthrough cancer pain
- Key customers included Medical and Radiation Oncologists

GlaxoSmithKline Pharmaceuticals (April 2001 – September 2011)

Cancer Center Specialist (October 2010 – September 2011)

- Recognized as a Sales Leader ranking 3rd nationally
- Achieved 129% of target in 2010
- Managed GSK's oncology portfolio (solid tumor and hematology) for the following disease states and products: Advanced Renal Cell Carcinoma - Pazopanib, Chronic Lymphocytic Leukemia - Ofatumumab, Chronic ITP - Eltrombopag, HER2+ Metastatic Breast Cancer - Lapatinib
- Developed and maintained customer relationships with the Cleveland Clinic, University Hospitals, and Ohio State (KOLs in GU, CLL, Benign Hematology, and Breast)

Oncology Senior Account Representative (January 2009 – September 2010)

- Launched 2 Hematology Products successfully
- Awarded "Rep of the Quarter" twice in 2009
- Ranked 24th of 106 representatives nationally in 2009
- Developed and grew a territory that had historically underperformed with GSK
- Managed strategic accounts such as the Cleveland Clinic, University Hospitals, and community cancer centers
- Exceeded sales goals through data analysis, identification of opportunities, strategic planning, and solid execution
- Utilized resources and stakeholders to engage healthcare providers, maximize performance, and achieve goals

Oncology & Acute Care Account Representative (April 2005 – December 2008)

- Diamond Award Winner in 2008 (top 4% nationally, ranked 8th of 229)
- Ruby Award Winner in 2007 (top 20% nationally)
- Sold an injectable (Arixtra) to a diverse customer base: Oncologists, Orthopedic Surgeons, Vascular Surgeons, Cardiologists, Pulmonologists, and Hospitalists

- Increased sales of Argatroban, an IV drug used in the ICU for HIT, a rare disease
- Sold Zofran to anesthesiologists for post-operative nausea & vomiting
- Managed GSK's contracting for the entire product portfolio with Pharmacy Directors and P&T Committee members

Pharmaceutical Senior Account Representative (April 2001 – April 2005)

- Ruby Award Winner in 2004 (top 20% nationally)
- Emerald Award Winner in 2003 (top 10% nationally)

Selective Achievements:

2013: President's Club Award Winner
2009: Rep of the Quarter twice
2008: Diamond Award Winner
2007: Ruby Award Winner
2004: Ruby Award Winner
2003: Emerald Award Winner

EDUCATION AND CERTIFICATIONS

Kent State University Kent, Ohio
BA in Rhetoric and Communication
Dean's List Senior Year

Message

From: Jill Beckman [jbeckman@guardanthealth.com]
Sent: 7/16/2017 4:51:30 PM
To: Casey Jenkins [cjenkins@guardanthealth.com]
CC: Alicia Madison [amadison@guardanthealth.com]; Steven Collora [scollora@guardanthealth.com]
Subject: FW: Guardant Health New Rep Introduction

Hi Casey,

I hope you're having a great weekend, and wanted to keep you informed with the Michigan transition. Below is a communication to Dr. Alva (whom Alicia and I met with originally which launched the collaboration between Guardant Health and University of Michigan), and Dr. Tewari (who helped move the partnership forward).

Alicia was appreciative of my offer to introduce Kelli to key account contacts so this is just a start, and an important one.

Kind Regards,
Jill

From: "Tewari, Muneesh" <mtewari@med.umich.edu>
Date: Sunday, July 16, 2017 at 3:23 PM
To: Jill Beckman <jbeckman@guardanthealth.com>
Cc: "Tewari, Muneesh" <mtewari@med.umich.edu>, "Alva, Ajjai" <ajjai@med.umich.edu>, Kelli Schafer <kschafer@guardanthealth.com>, Alicia Madison <amadison@guardanthealth.com>, Steven Collora <scollora@guardanthealth.com>
Subject: Re: Guardant Health New Rep Introduction

Thank you, Jill — and welcome, Kelli. Looking forward to continuing to move forward with this collaboration.

- Muneesh

On Jul 16, 2017, at 3:12 PM, Jill Beckman <jbeckman@guardanthealth.com> wrote:

Hi Dr. Alva and Dr. Tewari,

As Guardant Health is rapidly growing, we are expanding our sales force to better serve your account, and recently hired an account rep for the Michigan area.

Let me introduce you to Kelli Schafer who is cc'd on this email.

It has been a tremendous honor, and pleasure working with you. I am leaving you in good hands with Kelli, and we will ensure the transition is seamless for you and your team.

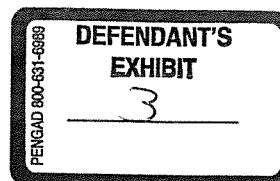
Kind Regards,
Jill

Jill Beckman

Oncology Account Executive, Northeast
mobile: +1 330.242.3773
jbeckman@guardanthealth.com

GUARDANTHEALTH

Latest Guardant Health News



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GUARDANT HEALTH

September 18, 2017

Attn: Jill Beckman
6900 Spencer Lake Road
Medina, OH 44256

Private & Confidential – Letter of Termination

Dear Jill:

I regret to inform you that your employment with Guardant Health will be terminating effective October 2, 2017, for violation of your final written warning and in accordance with our company's at-will employment policy, which permits either the Company or you to terminate your employment at any time, with or without reason and with or without notice.

From September 18, 2017 to October 2, 2017 you will be working to transition your clients over to Alicia Madison. However, we do not expect you to actively be working your accounts. On October 2, 2017, you will receive your final paycheck for all accrued PTO and wages owed to you, less applicable taxes. Any commission owed to you will be paid separately once calculated around the 15th of the following month. You will also be receiving a Separation Agreement, which you will need to review and sign should you choose to accept the terms of the separation agreement.

At this time, I would like to remind you of your obligations under the Confidentiality Agreement, which you signed on September 8, 2016. Should you violate your obligations relating to confidentiality the Company may terminate you immediately and you will not be eligible to the severance package.

We wish you well in your future endeavors. Should you have any questions please do not hesitate to reach out to the People Team directly by emailing peopleteam@guardanthealth.com

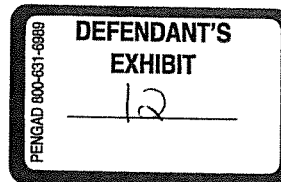
Sincerely yours,

Amelia E Merrill
Amelia E Merrill (Sep 20, 2017)

Amelia Merrill

Title: VP, People

Date: Sep 20, 2017



GUARDANT HEALTH[®]

October 2, 2017

Jill Beckman
6900 Spencer Lake Road
Medina, OH 44256

RE: **TERMS OF SEPARATION**

Dear Jill:

This letter confirms the agreement between you and Guardant Health (the "Company") concerning the terms of your separation and offers you the separation compensation we discussed in exchange for a release of claims.

1. **Separation Date:** As you know, September 18, 2017 was your last day in your role as Account Executive at which time you began to transition your role over to Alicia Madison. Your employment with the Company will cease effective October 2, 2017 after the transition period.

2. **Acknowledgment of Payment of Wages:** On October 2, 2017 you will receive your final paycheck in the amount of \$TBD for all wages, salary, reimbursable expenses, accrued vacation and any similar payments due you from the Company as of the Separation Date.

3. **Separation Compensation:** In exchange for your agreement to the waiver of claims set forth in paragraph 6, below, the Company agrees to: (a) pay you a total of 4 weeks base pay less applicable state and federal payroll deductions and withholdings; (b) reimburse any premium payments you make to continue your existing health insurance coverage under COBRA for up to 1 month. By signing below, you acknowledge that you are receiving the separation compensation outlined in this paragraph in consideration for waiving your rights to claims referred to in this agreement and that you would not otherwise be entitled to the separation compensation.

4. **Return of Company Property:** You hereby warrant to the Company that you have returned to the Company all property or data of the Company of any type whatsoever that has been in your possession or control.

5. **Confidential Information:** You hereby acknowledge that you are bound by the attached agreement dated September 8, 2016, and that as a result of your employment with the Company you have had access to the Company's Proprietary Information (as defined in the agreement), that you will hold all Proprietary Information in strictest confidence and that you will not make use of such Proprietary

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Information on behalf of anyone. You further confirm that you have delivered to the Company all documents and data of any nature containing or pertaining to such Proprietary Information and that you have not taken with you any such documents or data or any reproduction thereof.

6. **Waiver of Claims:** The payments and promises set forth in this agreement are in full satisfaction of all accrued salary, vacation pay, bonus pay, profit-sharing, stock options, termination benefits or other compensation to which you may be entitled by virtue of your employment with the Company or your separation from the Company. You hereby release and waive any other claims you may have against the Company and its owners, agents, officers, shareholders, employees, directors, attorneys, subscribers, subsidiaries, affiliates, successors and assigns (collectively "Releasees"), whether known or not known, including, without limitation, claims under any employment laws, including, but not limited to, claims of unlawful discharge, breach of contract, breach of the covenant of good faith and fair dealing, fraud, violation of public policy, defamation, physical injury, emotional distress, claims for additional compensation or benefits arising out of your employment or your separation of employment, claims under Title VII of the 1964 Civil Rights Act, as amended, Maryland State Government Article 20-602, et seq., and any other laws and/or regulations relating to employment or employment discrimination, including, without limitation, claims based on age or under the Age Discrimination in Employment Act or Older Workers Benefit Protection Act. By signing below, you expressly waive any benefits of Section 1542 of the Civil Code of the State of California (and/or any other state or Federal provision of similar effect), which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Notwithstanding the foregoing, this waiver and release of claims does not extend to any rights, which as a matter of law cannot be waived and released.

7. **Nondisparagement:** You agree that you will not disparage Releasees or their products, services, agents, representatives, directors, officers, shareholders, attorneys, employees, vendors, affiliates, successors or assigns, or any person acting by, through, under or in concert with any of them, with any written or oral statement.

8. **Legal and Equitable Remedies:** You agree that Releasees have the right to enforce this agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights or remedies Releasees may have at law or in equity for breach of this agreement.

9. **Attorneys' Fees:** If any action is brought to enforce the terms of this agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and expenses from the other party, in addition to any other relief to which the prevailing party may be entitled.

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10. **Confidentiality:** The contents, terms and conditions of this agreement must be kept confidential by you and may not be disclosed except to your accountant or attorneys or immediate family or pursuant to subpoena or court order. You agree that if you are asked for information concerning this agreement, you will state only that you and the Company reached an amicable resolution of any disputes concerning your separation from the Company. Any breach of this confidentiality provision shall be deemed a material breach of this agreement.

11. **No Admission of Liability:** This agreement is not and shall not be construed or contended by you to be an admission or evidence of any wrongdoing or liability on the part of Releasees, their representatives, heirs, executors, attorneys, agents, partners, officers, shareholders, directors, employees, subsidiaries, affiliates, divisions, successors or assigns. This agreement shall be afforded the maximum protection allowable under Federal Rules of Evidence Rule 408, Maryland Rules of Evidence Rule 5-408, and/or any other state or Federal provisions of similar effect.

12. **Entire Agreement:** This agreement constitutes the entire agreement between you and Releasees with respect to the subject matter hereof and supersedes all prior negotiations and agreements, whether written or oral, relating to such subject matter other than the confidentiality agreement referred to in paragraph 5, above. You acknowledge that neither Releasees nor their agents or attorneys have made any promise, representation or warranty whatsoever, either express or implied, written or oral, which is not contained in this agreement for the purpose of inducing you to execute the agreement, and you acknowledge that you have executed this agreement in reliance only upon such promises, representations and warranties as are contained herein.

13. **Modification:** It is expressly agreed that this agreement may not be altered, amended, modified, or otherwise changed in any respect except by another written agreement that specifically refers to this agreement, executed by authorized representatives of each of the parties to this agreement.

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14. **Review of Separation Agreement:** You understand that you may take up to twenty-one (21) days to consider this agreement and, by signing below, affirm that you were advised to consult with an attorney prior to signing this agreement. You also understand you may revoke this agreement within seven (7) days of signing this document and that the separation compensation to be provided to you pursuant to Paragraph 3 will be provided only after the end of that seven (7) day revocation period.

If you agree to abide by the terms outlined in this letter, please sign this letter below and also sign the attached copy and return it to me. I wish you the best in your future endeavors.

Sincerely,
Guardant Health

By: _____
Amelia Merrill
VP, People

READ, UNDERSTOOD AND AGREED:

Signature: _____
Jill Beckman

Date: _____

Adobe Sign Document History

Created: 09/19/2017

By: Casey Khoo (ckhoo@guardanthealth.com)

Status: Signed

Transaction ID: CBJCHBCAABAAAdVmA5rNKgZ0cbunKPubVjKyjyr0Xt6zc

09/19/2017 - 8:26:23 PM PDT- IP address: 75.40.18.75



09/19/2017 - 8:27:21 PM PDT



09/19/2017 - 8:54:36 PM PDT- IP address: 107.77.213.232



Signature Date: 09/20/2017 - 6:22:50 AM PDT - Time Source: server- IP address: 71.95.133.201



09/20/2017 - 6:22:50 AM PDT



GH 000377

GUARDANT HEALTH

October 2, 2017

Jill Beckman
6900 Spencer Lake Road
Medina, OH 44256

RE: TERMS OF SEPARATION

Dear Jill:

This letter confirms the agreement between you and Guardant Health (the "Company") concerning the terms of your separation and offers you the separation compensation we discussed in exchange for a release of claims.

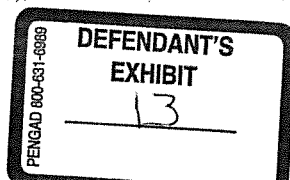
1. **Separation Date:** As you know, September 18, 2017 was your last day in your role as Account Executive at which time you began to transition your role over to Alicia Madison. Your employment with the Company will cease effective October 2, 2017 after the transition period.

2. **Acknowledgment of Payment of Wages:** On October 2, 2017 you will receive your final paycheck in the amount of \$TBD for all wages, salary, reimbursable expenses, accrued vacation and any similar payments due you from the Company as of the Separation Date.

3. **Separation Compensation:** In exchange for your agreement to the waiver of claims set forth in paragraph 6, below, the Company agrees to: (a) pay you a total of 4 weeks base pay less applicable state and federal payroll deductions and withholdings; (b) reimburse any premium payments you make to continue your existing health insurance coverage under COBRA for up to 1 month. By signing below, you acknowledge that you are receiving the separation compensation outlined in this paragraph in consideration for waiving your rights to claims referred to in this agreement and that you would not otherwise be entitled to the separation compensation.

4. **Return of Company Property:** You hereby warrant to the Company that you have returned to the Company all property or data of the Company of any type whatsoever that has been in your possession or control.

5. **Confidential Information:** You hereby acknowledge that you are bound by the attached agreement dated September 8, 2016, and that as a result of your employment with the Company you have had access to the Company's Proprietary Information (as defined in the agreement), that you will hold all Proprietary Information in strictest confidence and that you will not make use of such Proprietary



GUARDANT HEALTH

Information on behalf of anyone. You further confirm that you have delivered to the Company all documents and data of any nature containing or pertaining to such Proprietary Information and that you have not taken with you any such documents or data or any reproduction thereof.

6. **Waiver of Claims:** The payments and promises set forth in this agreement are in full satisfaction of all accrued salary, vacation pay, bonus pay, profit-sharing, stock options, termination benefits or other compensation to which you may be entitled by virtue of your employment with the Company or your separation from the Company. You hereby release and waive any other claims you may have against the Company and its owners, agents, officers, shareholders, employees, directors, attorneys, subscribers, subsidiaries, affiliates, successors and assigns (collectively "Releasees"), whether known or not known, including, without limitation, claims under any employment laws, including, but not limited to, claims of unlawful discharge, breach of contract, breach of the covenant of good faith and fair dealing, fraud, violation of public policy, defamation, physical injury, emotional distress, claims for additional compensation or benefits arising out of your employment or your separation of employment, claims under Title VII of the 1964 Civil Rights Act, as amended, Maryland State Government Article 20-602, et seq., and any other laws and/or regulations relating to employment or employment discrimination, including, without limitation, claims based on age or under the Age Discrimination in Employment Act or Older Workers Benefit Protection Act. By signing below, you expressly waive any benefits of Section 1542 of the Civil Code of the State of California (and/or any other state or Federal provision of similar effect), which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Notwithstanding the foregoing, this waiver and release of claims does not extend to any rights, which as a matter of law cannot be waived and released.

7. **Nondisparagement:** You agree that you will not disparage Releasees or their products, services, agents, representatives, directors, officers, shareholders, attorneys, employees, vendors, affiliates, successors or assigns, or any person acting by, through, under or in concert with any of them, with any written or oral statement.

8. **Legal and Equitable Remedies:** You agree that Releasees have the right to enforce this agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights or remedies Releasees may have at law or in equity for breach of this agreement.

9. **Attorneys' Fees:** If any action is brought to enforce the terms of this agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and expenses from the other party, in addition to any other relief to which the prevailing party may be entitled.

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10. **Confidentiality:** The contents, terms and conditions of this agreement must be kept confidential by you and may not be disclosed except to your accountant or attorneys or immediate family or pursuant to subpoena or court order. You agree that if you are asked for information concerning this agreement, you will state only that you and the Company reached an amicable resolution of any disputes concerning your separation from the Company. Any breach of this confidentiality provision shall be deemed a material breach of this agreement.

11. **No Admission of Liability:** This agreement is not and shall not be construed or contended by you to be an admission or evidence of any wrongdoing or liability on the part of Releasees, their representatives, heirs, executors, attorneys, agents, partners, officers, shareholders, directors, employees, subsidiaries, affiliates, divisions, successors or assigns. This agreement shall be afforded the maximum protection allowable under Federal Rules of Evidence Rule 408, Maryland Rules of Evidence Rule 5-408, and/or any other state or Federal provisions of similar effect.

12. **Entire Agreement:** This agreement constitutes the entire agreement between you and Releasees with respect to the subject matter hereof and supersedes all prior negotiations and agreements, whether written or oral, relating to such subject matter other than the confidentiality agreement referred to in paragraph 5, above. You acknowledge that neither Releasees nor their agents or attorneys have made any promise, representation or warranty whatsoever, either express or implied, written or oral, which is not contained in this agreement for the purpose of inducing you to execute the agreement, and you acknowledge that you have executed this agreement in reliance only upon such promises, representations and warranties as are contained herein.

13. **Modification:** It is expressly agreed that this agreement may not be altered, amended, modified, or otherwise changed in any respect except by another written agreement that specifically refers to this agreement, executed by authorized representatives of each of the parties to this agreement.

GUARDANT HEALTH

14. **Review of Separation Agreement:** You understand that you may take up to twenty-one (21) days to consider this agreement and, by signing below, affirm that you were advised to consult with an attorney prior to signing this agreement. You also understand you may revoke this agreement within seven (7) days of signing this document and that the separation compensation to be provided to you pursuant to Paragraph 3 will be provided only after the end of that seven (7) day revocation period.

If you agree to abide by the terms outlined in this letter, please sign this letter below and also sign the attached copy and return it to me. I wish you the best in your future endeavors.

Sincerely,
Guardant Health

By: Amelia E. Merrill
Amelia E. Merrill (Oct 5, 2017)
Amelia Merrill
VP, People

READ, UNDERSTOOD AND AGREED:

Signature: Jill Beckman
Jill Beckman (Oct 6, 2017)
Jill Beckman

Date: Oct 6, 2017

GUARDANT HEALTH









Separation Agreement

Adobe Sign Document History

10/06/2017

Created:	10/05/2017
By:	Casey Khoo (ckhoo@guardanthealth.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZzd2dysP81loUocU_eJzdB7tSK-JbS_J

"Separation Agreement" History

-  Document created by Casey Khoo (ckhoo@guardanthealth.com)
10/05/2017 - 9:47:15 AM PDT - IP address: 75.40.18.75
-  Document emailed to Amelia E Merrill (amerrill@guardanthealth.com) for signature
10/05/2017 - 9:48:04 AM PDT
-  Document viewed by Amelia E Merrill (amerrill@guardanthealth.com)
10/05/2017 - 9:50:01 AM PDT - IP address: 50.233.156.2
-  Document e-signed by Amelia E Merrill (amerrill@guardanthealth.com)
Signature Date: 10/05/2017 - 9:50:42 AM PDT - Time Source: server- IP address: 50.233.156.2
-  Document emailed to Jill Beckman (jillbeckman1123@gmail.com) for signature
10/05/2017 - 9:50:43 AM PDT
-  Document viewed by Jill Beckman (jillbeckman1123@gmail.com)
10/05/2017 - 10:30:09 AM PDT - IP address: 107.77.192.167
-  Document e-signed by Jill Beckman (jillbeckman1123@gmail.com)
Signature Date: 10/06/2017 - 11:24:59 AM PDT - Time Source: server- IP address: 107.9.182.107
-  Signed document emailed to Amelia E Merrill (amerrill@guardanthealth.com), Jill Beckman (jillbeckman1123@gmail.com) and Casey Khoo (ckhoo@guardanthealth.com)
10/06/2017 - 11:24:59 AM PDT



Adobe Sign

BECKMAN 000214

From: Adobe Sign <echosign@echosign.com>
Sent: Friday, October 6, 2017 11:31 AM
To: Casey Jenkins; Jill Beckman
Subject: Separation Documents between Casey Khoo, Casey Khoo and Jill Beckman is Signed and Filed!



GUARDANT HEALTH

Acknowledgment of Separation Documents

Jill Beckman, acknowledges that she received the terms, terms and information upon the separation documents. She has read and understands the terms and conditions of the separation documents and agrees to the terms and conditions of the separation documents. She has read and understands the terms and conditions of the separation documents. She has read and understands the terms and conditions of the separation documents.

By signing this document, I acknowledge that I have read and understand the terms, terms and information upon the separation documents. I have read and understand the terms and conditions of the separation documents. I have read and understand the terms and conditions of the separation documents. I have read and understand the terms and conditions of the separation documents.

By signing this document, I acknowledge that I have read and understand the terms, terms and information upon the separation documents.

Working Address: [Redacted]
Working Address: [Redacted]
Personal Email: [Redacted]
Phone Number: [Redacted]

I acknowledge that I have read and understand the terms, terms and information upon the separation documents. I have read and understand the terms and conditions of the separation documents. I have read and understand the terms and conditions of the separation documents. I have read and understand the terms and conditions of the separation documents.

Attestation: [Redacted]
Print Name - Employee: [Redacted]
Signature - Employee: [Redacted]
Print Name - Employer: [Redacted]
Signature - Employer: [Redacted]

By signing this document, I acknowledge that I have read and understand the terms, terms and information upon the separation documents.

Separation Documents between Casey Khoo, Casey Khoo and Jill Beckman is Signed and Filed!

To: Casey Khoo and Jill Beckman

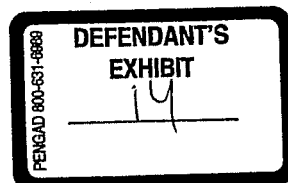
Attached is a final copy of **Separation Documents**. Copies have been automatically sent to all parties to the agreement.

You can view [the document](#) in your Adobe Sign account.

Why use Adobe Sign:

- Exchange, Sign, and File Any Document. In Seconds!
- Set-up Reminders. Instantly Share Copies with Others.
- See All of Your Documents, Anytime, Anywhere.

To ensure that you continue receiving our emails, please add echosign@echosign.com to your address book or safe list.



GH 000017



Acknowledgement of Separation Documents

I **Jill Beckman**, acknowledge that I have received the below forms and information upon my departure from Guardant Health. Your last day with Guardant Health will be October 03, 2017. I understand that employee references come through the People Operations Team and cover last employee title, date of hire and date of separation only. Should I have any questions I am to contact the People Operations Team.

Information regarding COBRA will be mailed directly to your home address from our carrier Infinisource. Should you not receive it within 14 business days please contact Casey Jenkins—Manager, People Operations via email on cjenkins@guardanthealth.com. Please note that your 401k contributions will remain with Vanguard unless you wish to roll them over. You will need to contact vanguard directly to do this. (if applicable). Please also note you will have 30 days from date of separation to exercise any vested shares, should you wish to do so please contact Michael Wiley directly via email mwiley@guardanthealth.com . (If applicable)

My forwarding personal details are as follows:

Mailing Address:	6900 Spencer Lake Road Medina, OH 44256
Mailing Address:	Same as above
Personal Email:	jillbeckman1123@gmail.com
Phone Number:	330-242-3773

I acknowledge that I have received my final wage payment for all hours worked including any accrued PTO (if applicable) along with my notice to Employee as to Change in Employment Relationship.

Jill Beckman
Print Name - Employee

Oct 6, 2017

Date

Jill Beckman
 Jill Beckman (Oct 6, 2017)

Signature – Employee

Casey Jenkins
Print Name – People Operations

Casey Khoo

Signature – People Operations

NOTICE TO EMPLOYEE AS TO CHANGE IN RELATIONSHIP
Guardant Health Inc.

NAME: Jill Beckman

Social Security # [REDACTED]

Your employment status has changed for the following reason:

Terminated due to violating a first and final written warning.

EFFECTIVE DATE: October 03, 2017

COMMENTS: For employment verification enquiries, the Company's HR Department will only confirm your start date, your employment end date, and your annual salary as of your last day of employment.

Casey Khoo

Oct 5, 2017

Casey Jenkins
Manager, People Operations

DATE

I received a copy of this notice on: Oct 6, 2017

DATE

Jill Beckman

Jill Beckman (Oct 6, 2017)

Jill Beckman



Final Paycheck Acknowledgment

I, the undersigned recipient, have received the following paycheck(s) from
Guardant Health Inc.

1. Allowance Check for wages, payment in full for all hours owed up to and including, October 03, 2017, which includes all accrued PTO less all applicable taxes. Net payment is **\$3,844.74**

INITIAL: JB

To the best of my knowledge, there is no additional money owed to me by Guardant Health Inc. at the present time.

INITIAL: JB

Name of Recipient: Jill Beckman

Signature of Recipient Jill Beckman
Jill Beckman (Oct 6, 2017)

Date Oct 6, 2017

Name and title of People Operations: Casey Jenkins, Manager People Operations

Signature of People Operations Casey Kho

Date Oct 5, 2017

GUARDANT HEALTH INC.

GH 000020

EXHIBIT C
GUARDANT HEALTH, INC.
TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to Guardant Health, Inc. (the "Company").

I further certify that I have complied with all the terms of the Company's Confidential Information and Invention Assignment Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined therein) conceived or made by me (solely or jointly with others) covered by that agreement.

I further agree that, in compliance with the Confidential Information and Invention Assignment Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data and other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information and other subject matter pertaining to any business of the Company or any of its clients, consultants or licensees.

Date: Oct 6, 2017

Jill Beckman
Jill Beckman (Oct 6, 2017)

Employee's Signature

Jill Beckman

Type/Print Employee's Name

Administration of Separation Documents

ADobe Sign documents are created and managed through the Adobe Sign platform. The Adobe Sign platform is a cloud-based service that allows you to create and manage documents online. The Adobe Sign platform is a cloud-based service that allows you to create and manage documents online. The Adobe Sign platform is a cloud-based service that allows you to create and manage documents online.

Adobe Sign is a cloud-based service that allows you to create and manage documents online. The Adobe Sign platform is a cloud-based service that allows you to create and manage documents online. The Adobe Sign platform is a cloud-based service that allows you to create and manage documents online. The Adobe Sign platform is a cloud-based service that allows you to create and manage documents online.

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Separation Documents

Adobe Sign Document History

10/06/2017

Created:	10/05/2017
By:	Casey Khoo (ckhoo@guardanthealth.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFAm4ZhLA8IKS4IMHBQsAUE-3LbPMIS5G

"Separation Documents" History

-  Document created by Casey Khoo (ckhoo@guardanthealth.com)
10/05/2017 - 10:15:17 AM PDT - IP address: 75.40.18.75
-  Document e-signed by Casey Khoo (ckhoo@guardanthealth.com)
Signature Date: 10/05/2017 - 10:18:39 AM PDT - Time Source: server- IP address: 75.40.18.75
-  Document emailed to Jill Beckman (jillbeckman1123@gmail.com) for signature
10/05/2017 - 10:18:39 AM PDT
-  Document viewed by Jill Beckman (jillbeckman1123@gmail.com)
10/05/2017 - 10:30:35 AM PDT - IP address: 107.77.192.167
-  Document e-signed by Jill Beckman (jillbeckman1123@gmail.com)
Signature Date: 10/06/2017 - 11:31:47 AM PDT - Time Source: server- IP address: 107.9.182.107
-  Signed document emailed to Casey Khoo (ckhoo@guardanthealth.com) and Jill Beckman (jillbeckman1123@gmail.com)
10/06/2017 - 11:31:47 AM PDT



Adobe Sign



12/06/2017

Dear Jill Beckman,

I am pleased to offer you the position of Oncology Specialty Consultant - Cleveland with Bayer U.S. LLC ("Bayer" or "the Company"), this position will be RESIDENCE based. You will report directly to Demetrius Thear.

Your anticipated date of employment is dependent on successful completion of the pre-employment requirements. Your tentative start date will be set for 01/08/2018.

Base Pay and Grade Level: You will be assigned to salary grade VS 1.2 and your base annual salary will be \$150,000 payable on the Company's normal pay dates (currently bi-weekly). You will not receive a 2018 merit increase as it was calculated into your salary offer, but in the future you will be eligible for merit increases based on the merit guidelines which are published each year.

Sales Incentive Plans: In this position, you will be eligible to participate in the Sales Incentive Plan pursuant to all terms and conditions of the applicable plan document. Your Sales Incentive Plan target will be \$39,000.00. The actual award will be determined based on the plan document to be provided by your manager. To be eligible for the Sales Incentive Plan payment, you must be actively employed as outlined in the plan document. All variable pay plans are reviewed annually and are subject to revision or discontinuation based on business requirements.

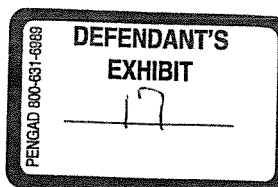
Company Car: In this position, you will be eligible to use a company car. In accordance with IRS regulations, your personal usage of a company car will be reported as imputed income to the IRS. You will also be responsible for accurately recording and reporting all personal and business mileage traveled in your company car. Bayer also imposes a \$100.00 per month personal usage fee; however, this amount is offset against the imputed income amount described above.

Benefits: Your group benefits will take effect on your first day of employment. Within your first week of employment, materials will be sent to your Bayer email address detailing enrollment in the Bayer flexible benefits programs including contact information for the Bayer Benefits Center. You must enroll or waive your benefits enrollment within the first 30 days of your hire date.

Contingencies: The offer is contingent upon the successful completion of the following:

- County and Federal Criminal Check
- Education Verification
- Employment Verification
- Social Security Number Verification
- Department of Motor Vehicle Check
- A review of the Federal Government's exclusion list to ensure that you are not currently suspended, debarred or otherwise ineligible to participate in the Federal healthcare programs or in Federal procurement or non-procurement programs

Further, this offer is contingent upon:



- Your completion of Bayer's Employment Agreement, Authorization for Payroll Deductions, Self Disclosure and Code of Conduct Form and Corporate Compliance Policy Certification Form (included with your onboarding paperwork)
- Your ability to provide the necessary documentation to demonstrate identity and work authorization under the Immigration Reform and Control Act of 1986;
- Pre-placement Medical Evaluation, which includes a drug screen [NOTE: You will be contacted by a representative from Bayer's Occupational Health office to schedule your pre-placement physical exam;
- Your satisfactory completion of any required training and certification within the parameters and time frames set forth in any training or curriculum applicable to your position.

Note: The Federal Insurance Contributions Act (FICA) is a federal law which requires employers to withhold and pay Social Security and Medicare taxes on the wages paid to employees. Social Security taxes are withheld from your pay until your earnings reach the annual Social Security wage base tax limit. In accordance with this law, all new hires, including employees who transfer from one legal entity to another must have their Social Security contributions restarted as of their date of transfer. Therefore, effective the date of your company change, the calculation of your Social Security earnings and corresponding withholdings will restart at zero. If you have questions regarding this statement, please contact your tax advisor.

Employment-at-will: Bayer maintains an employment-at-will relationship with its employees. This means that both you and the Company retain the right to terminate this employment relationship at any time and for any reason, without cause or notice.

Other: The employment relationship and these terms and conditions of employment will be governed by and construed and enforced in accordance with the laws of the State of New Jersey, without regard to its choice or conflict of law principles.

If you have any questions, please do not hesitate to contact me. Please note your acceptance of this employment offer in writing by close of business, December 11, 2017.

Congratulations! We are confident that your association with Bayer will be a mutually satisfying experience.

Sincerely,

Chris Melbourne
Bayer Recruiting Team

Offer accepted by: _____ Date: _____

Message

From: The People Team [peopleteam@guardanthealth.com]
Sent: 12/18/2017 9:55:44 AM
To: Aisha Cook [acook@guardanthealth.com]
Subject: FW: Employment Verification for Jill Beckman
Attachments: beckman- waiver.pdf; beckman- people.pdf

Hi Aisha, could you give Courtney a call to see if she received the info she needs. I thought Davina sent this over, but I'm not seeing anything in the sent folder after 11/8 so I can't tell.

Thanks, Gail

From: Courtney Metzgar [mailto:cmetzgar@justifacts.com]
Sent: Thursday, December 14, 2017 4:27 PM
To: The People Team <peopleteam@guardanthealth.com>
Subject: RE: Employment Verification for Jill Beckman

Hello,
Please see attached files.

Thank you for your help

Courtney Metzgar
Verification Specialist
Justifacts Credential Verification
5250 Logan Ferry Road, Murrysville, PA 15668
Phone: 412-712-1593

From: The People Team [mailto:peopleteam@guardanthealth.com]
Sent: Thursday, December 14, 2017 4:12 PM
To: Courtney Metzgar <cmetzgar@justifacts.com>
Subject: Re: Employment Verification for Jill Beckman

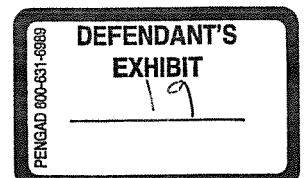
Hi Courtney,

People Operations sent back Jill Beckman's employment verification already. Please email the form and I can get it back to you.

Thanks

From: Courtney Metzgar <cmetzgar@justifacts.com>
Date: Thursday, December 14, 2017 at 12:11 PM
To: The People Team <peopleteam@guardanthealth.com>
Subject: Employment Verification for Jill Beckman

Hello, I received a phone call today from a lady with the last name of Patell. I do believe it was for this employment I have been trying to verify but I can't be certain; because the front desk never gave her the person's name I wanted her to look at. I did send a fax over on the 7th and have not received anything back. If someone could please email me back to tell me the process to verify this employment that would be greatly appreciated.



Thank you so much for your help!

Courtney Metzgar
Verification Specialist
Justifacts Credential Verification
5250 Logan Ferry Road, Murrysville, PA 15668
Phone: 412-712-1593

Notice: This email and any files transmitted within it may contain confidential or privileged and exempt information. This message is intended solely for the use of the individual or entity to whom it is addressed. If you have received this email in error, please immediately:

- 1) notify us by returning it to the sender and
- 2) delete this copy from your computer system. Thank you.

Notice: This email and any files transmitted within it may contain confidential or privileged and exempt information. This message is intended solely for the use of the individual or entity to whom it is addressed. If you have received this email in error, please immediately:

- 1) notify us by returning it to the sender and
- 2) delete this copy from your computer system. Thank you.

Justifacts Background Check Authorization Waiver

Authorization to Conduct Background Investigation

I hereby authorize Justifacts Credential Verification, Inc, an Agent for ****COMPANY NAME REDACTED FOR PRIVACY**** to ascertain information regarding my background to determine any and all information of concern to my record and I release employers and persons named in my application from all liability for any damages on account of his/her furnishing said information. I understand that this form indicates that a background search will be conducted and that this is my notification of that intent. I understand that the purpose of this background investigation is to determine my suitability for employment and may elicit information on my character, general reputation, personal characteristics and mode of living.

Additionally, you are hereby authorized to make any investigation of my personal history, motor vehicle records, educational background, employment history, and criminal records through an investigative or bureau of your choice. I authorize the release of this information by the appropriate agencies to the investigating service. I understand that my consent will apply throughout my employment, unless I revoke or cancel my consent by sending a signed letter or statement to The Company at any time, stating that I revoke my consent and no longer allow The Company to obtain consumer or investigative consumer reports about me.

Applicant Information

Current Name

First Name
Jill

Last Name
Beckman

Middle Name
Melissa

Social Security

[REDACTED]

Date of Birth (MM/DD/YYYY)

****BLOCKED****

Gender

****BLOCKED****

Check Here if you do not have a Social Security Number

By selecting **AGREE** below, I acknowledge that I am creating an electronic signature and that I understand it will be legally binding and enforceable as the legal equivalent of a handwritten signature.

☒ **AGREE** ☐ **DISAGREE**

Instructions for using the following online signature box: Place the cursor inside the signature box. Depress the left mouse button at the point where you would like to begin drawing your signature. Hold the left mouse button depressed while you draw. Release the mouse button between words. Use the entire area of the signature box. On slower computers, you may need to draw more slowly to allow the computer to keep up. Obviously, a signature submitted in this fashion will not exactly match your handwritten signature however please try to give your best effort. Providing a signature in this fashion will decrease the time it takes to complete your background check, assuming one is requested. This in turn will improve The Company's hiring process overall. NOTE: If the signature panel does not work for you or does not appear, please ensure that you completed the **AGREE/DISAGREE** selection above then proceed with the process. Justifacts will reach out to you in the event that we need a full wet signature.

Signature: *

Jill Beckman

The information provided and obtained from the background verification process will be used for employment purposes only and will not be shared with any other party.

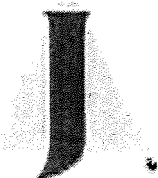
☐ **California, Minnesota & Oklahoma Residents Only:** Please check this box if you would like a copy of the background check mailed to you. Minnesota and Oklahoma residents will receive a copy direct from Justifacts or its designee. California residents may receive a copy from either the prospective employer or Justifacts.

NOTICE: Under federal law, you have the right to request disclosure of the nature and scope of our investigation by providing us with a written request within 60 days of our background investigation.

Subscriber certifies that consumer reports, as defined by the Fair Credit Reporting Act, 15 U.S.C. 1681 at seq. ("FCRA"), will be ordered only when intended to be used as a factor in establishing a consumer's eligibility for employment and that consumer credit information will be used for no other purposes. It is recognized and understood that the FCRA provides that anyone "who knowingly and willfully obtains information on a consumer from a consumer reporting agency" (such as Justifacts) "under false pretenses shall be fined not more than \$2,500 or imprisoned not more than two years or both.

*** SUBMITTED BY JILL BECKMAN ON 12-06-2017 04:12:17 EST ***

Close Window

Justifacts Credential Verification Inc.

5250 Logan Ferry Road
 Murrysville, PA 15668
 Phone: 1-800-356-6885 or (412) 798-4790
 Fax: 412-798-4799

-- Request Date: 12/14/2017

Attention:		File No:	2259742
Recipients Fax No:		Applicant:	Jill Melissa Beckman
Company:	Guardant Health, Inc.	Maiden/AKA:	
Please Return fax to:	412-798-4799	SSN:	[REDACTED]
		DOB:	Contact me for D.O.B

The applicant named above claims employment with your firm. See applicant's attached waiver authorizing the release of employment information.

Thank you for providing as complete and accurate information as possible, including full dates (month/day/year), leaving no spaces blank.

Description	Data Supplied By Applicant	Your Records
Dates of Employment(mm/dd/yy)	09 / 2016 - 10 / 2017	* (mm/dd/yy) to (mm/dd/yy)
Job Title	Account Executive	*
Hourly Rate or Annual Base Salary		*
Additional Compensation (i.e., bonus, commission, overtime)		*
Reason for Leaving	**Redacted**	*

Company Address: _____

Street Address

City

State / Zip

How was this information verified?(check all that apply) ___ Name ___ Date Of Birth ___ SSN

Other (please specify): _____

Is this employee eligible for rehire? ___ YES ___ NO

If not, please specify the reason: _____

If any information was not provided, please ___ Per company policy ___ Lack of records ___ Information check why? was purged ___ Not privy to this information

**** Please rush this request - THANK YOU!!!! ****

Please return form to Courtney Metzgar by fax: 412-798-4799 or by email: cmetzgar@justifacts.com AND please be sure to include your name, title, date, and signature below.

--	--	--	--

* NAME (Type or Print)

* SIGNATURE

* TITLE

* DATE

* required information



Justifacts Credential Verification Inc.
 Karen Cook
 5250 Logan Ferry Road
 Murrysville, PA 15668
kcook@justifacts.com
 Phone: 800-356-6885 x1549
 Fax: 412-376-9204

Report Number	Date Received	Date Complete	Account Manager
2259742	12-06-2017	12-15-2017	Karen Cook

Company:	Bayer U.S. LLC
Contact:	Julia Henderson
Address:	400 Bayer Rd., Pittsburgh, PA 15205
Phone Number:	412-777-2033
Email Address:	julia.henderson@bayer.com

Applicant Information

Name	Social Security Number
Jill Melissa Beckman	### ## 9730
Gender	Date of Birth
FEMALE	

Bayer Location	Cost Center	Req Number
Pharmaceuticals	J112569952	9690

Current Addresses

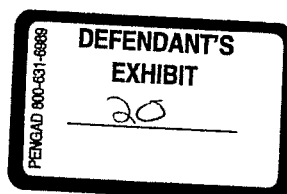
6900 Spencer Lake Road
 Medina, OH 44256

Previous Addresses

Latimore Road , Shaker Heights, OH 44122

Summary of Verifications Requested

Description	Rec Date	Comp Date	Status
SOCIAL SECURITY ADDRESS REPORT: ONETRACE/ONEVALIDATION	12-06-17	12-06-17	Complete
FELONY AND MISDEMEANOR CRIMINAL SEARCH (COUNTY COURT LEVEL); MEDINA COUNTY, OH NAME: JILL BECKMAN	12-06-17	12-07-17	Complete/Clear
FELONY AND MISDEMEANOR CRIMINAL SEARCH (COUNTY COURT LEVEL); MEDINA COUNTY, OH NAME: JILL JAMES	12-07-17	12-07-17	Complete/Clear
NATIONAL CRIMINAL DATABASE: NATIONAL NAME: JILL BECKMAN	12-06-17	12-07-17	Complete/Clear



BECKMAN 000342

NATIONAL CRIMINAL DATABASE: NATIONAL NAME: JILL JAMES	12-06-17	12-07-17	Complete/Clear
FACIS LEVEL 1 SEARCH: NATIONAL NAME: JILL BECKMAN	12-06-17	12-06-17	Complete/Clear
FACIS LEVEL 1 SEARCH: NATIONAL NAME: JILL JAMES	12-06-17	12-07-17	Complete/Clear
DRIVING RECORD CHECK: OH	12-06-17	12-07-17	Complete/Adverse
PAST EMPLOYMENT - GUARDANT HEALTH, INC.	12/06/17	12/15/17	Complete/Adverse
PAST EMPLOYMENT - ASTRAZENECA PHARMACEUTICALS	12/06/17	12/07/17	Complete/Clear
PAST EMPLOYMENT - NOVARTIS PHARMACEUTICALS	12/06/17	12/07/17	Complete/Clear
CONFIRMATION OF DEGREE - KENT STATE UNIVERSITY	12/06/17	12/07/17	Complete/Clear

SOCIAL SECURITY ADDRESS REPORT: ONETRAGE/ONEVALIDATION

- Social Security Number Validation -

Deceased:	NO
Valid SSN:	YES
Response:	This is a Valid Social Security Number.
State Issued:	Ohio
Issued Between:	1973 and 1975

- Names Found -

#	Last	First	Middle	Times Reported	Dates Reported	
					From	To
1)	BECKMAN	JILL	M	5	4/1986	12/2017
2)	JAMES	JILL	M	5	4/1986	12/2017

- Addresses Found -

#	Address	County	Times Reported	Dates Reported	
				From	To
1)	6900 SPENCER LAKE RD MEDINA, OH 44256	Medina	1	11/1992	12/2017
2)	3770 HILLBROOK RD UNIVERSITY HEIGHTS, OH 44118	Cuyahoga	1	09/1990	06/2005
3)	345 SPRINGBROOK DR 108 MEDINA, OH 44256	Medina	2	07/1986	05/2004
4)	3701 LATIMORE RD SHAKER HEIGHTS, OH 44122	Cuyahoga	1	04/1986	01/2003
5)	224 W WASHINGTON ST MEDINA, OH 44256	Medina	1	06/1992	12/1993
6)	PO Box 1263 MEDINA, OH 44258	Medina	1	07/1992	07/1992

Additional Information	
Notes:	Please Note: This search is used to locate names and addresses associated with a social security number. Although this search does verify that the social security number is valid, it does not verify that the social security number provided belongs to the applicant. If you would like a Consent Based Social Security Search, which verifies that this person's name matches the social security number provided, please contact your Account Manager.

Criminal Records Check

FELONY AND MISDEMEANOR CRIMINAL SEARCH (COUNTY COURT LEVEL) Medina COUNTY, OH	
NAME SEARCHED:	Jill Beckman
RESULTS:	COMPLETE/CLEAR

On 12-07-2017, using the predominately searched index* available in the Common Pleas Court, criminal records were searched from 2010 to 2017 for the name Jill Beckman. Using the information provided, the records were clear of felonies and misdemeanors.

FELONY AND MISDEMEANOR CRIMINAL SEARCH (COUNTY COURT LEVEL) Medina COUNTY, OH	
NAME SEARCHED:	JILL JAMES
RESULTS:	COMPLETE/CLEAR

On 12-07-2017, using the predominately searched index* available in the Common Pleas Court, criminal records were searched from 2010 to 2017 for the name JILL JAMES. Using the information provided, the records were clear of felonies and misdemeanors.

NATIONAL CRIMINAL DATABASE: National	
NAME SEARCHED:	Jill Beckman
RESULTS:	COMPLETE/CLEAR

On 12-07-2017 records were searched in the National Criminal Database and no records were found for Jill Beckman, using the name & date of birth as provided. This search is comprised of the National Criminal Information Scan (NCIS); Offenderscan sex offender registry database & the Sentinel sanction/watch list database. This search includes information from state courts, local arresting agencies, department of corrections information, sex offender records for all 50 states, various terrorist watchlists (e.g. OFAC, FBI, Interpol), most wanted lists (e.g. BATF, DEA, FBI, ICE), sanction lists (e.g. FDA, OIG, GSA, FDIC, OCC, NCUA, OTS) and a variety of other state, national and international sanctions lists

To review the current source list, please refer to http://www.justifacts.com/pdfs/national_crimal_database_v2.pdf.

NATIONAL CRIMINAL DATABASE: National	
NAME SEARCHED:	JILL JAMES
RESULTS:	COMPLETE/CLEAR

On 12-07-2017 records were searched in the National Criminal Database and no records were found for JILL JAMES, using the name & date of birth as provided. This search is comprised of the National Criminal Information Scan (NCIS); Offenderscan sex offender registry database & the Sentinel sanction/watch list database. This search includes information from state courts, local arresting agencies, department of corrections information, sex offender records for all 50 states, various terrorist watchlists (e.g. OFAC, FBI, Interpol), most wanted lists (e.g. BATF, DEA, FBI, ICE), sanction lists (e.g. FDA, OIG, GSA, FDIC, OCC, NCUA, OTS) and a variety of other state, national and International sanctions lists

To review the current source list, please refer to http://www.justifacts.com/pdfs/national_criminal_database_v2.pdf.

FACIS LEVEL 1 SEARCH: National	
NAME SEARCHED:	Jill Beckman
RESULTS:	COMPLETE/CLEAR

On 12-06-2017, using the information as provided, the name Jill Beckman was searched in the Fraud and Abuse Control Information System (FACIS) database and no records were found. The Level 1 FACIS database is a compilation of sanction information as taken by the OIG, GSA, FDA, DEA and other federal agencies. The information reported in this level meets the government's minimum requirements for sanction screening as set forth in the OIG's Compliance Program Guidance.

FACIS LEVEL 1 SEARCH: National	
NAME SEARCHED:	JILL JAMES
RESULTS:	COMPLETE/CLEAR

On 12-07-2017, using the information as provided, the name JILL JAMES was searched in the Fraud and Abuse Control Information System (FACIS) database and no records were found. The Level 1 FACIS database is a compilation of sanction information as taken by the OIG, GSA, FDA, DEA and other federal agencies. The information reported in this level meets the government's minimum requirements for sanction screening as set forth in the OIG's Compliance Program Guidance.

* Justifacts Credential Verification, Inc conducts criminal record searches using the predominately searched index in the specified jurisdiction. This index is typically accessed via the public access computer terminal. Records are searched back a minimum of seven years, however, the majority of court indexes go back much further, with each jurisdiction maintaining different time periods within their record databases. All legally reportable information found during the course of a search is reported, subject to any reporting restrictions of the Fair Credit Report Act (FCRA), state law, and/or limitations set on a client-specific basis.

Driving Record

State Search: Ohio

Motor Vehicle Record

Applicant Information

AccountNumber	D0779
Version	SoftMvr2_0
DateOfRequest	12/06/2017
LicenseNumber	RT793459
LicenseState	OH
LicenseStateName	OHIO
FullName	BECKMAN, JILL M
LastName	BECKMAN
FirstName	JILL
MiddleName	M
DateOfBirth	
Gender	F
Height	503
Weight	115
EyeColor	HAZEL
HairColor	BROWN
Address	6900 SPENCER LAKE
City	MEDINA
State	OH
Zip	44256
Product	MVR
MvrStatus	3
MvrScore	1
Xmlversion	0
QuoteBack	2259742
LicenseType	PERSONAL
Class	D
ClassDescription	D - OPERATOR
LicenseStatus	VALID
LicenseStatusDescription	VALID
DateIssued	11/22/2017
Expiration	11/23/2021

BECKMAN 000346

Restrictions	NONE
RestrictionDescription	NONE
LicenseInfo	
LicenseInfo	
Class	D
ClassDescription	D - OPERATOR
LicenseType	PERSONAL
LicenseStatus	VALID
LicenseStatusDescription	VALID
LicenseStatusCategory	VALID
OriginalIssueDate	
DateIssued	11/22/2017
Expiration	11/23/2021
Endorsements	
EndorsementDescription	
Restrictions	NONE
RestrictionDescription	NONE
Violations	
Violation	
IssueDate	08/29/2017
ConvictionDate	09/26/2017
Points	0
CityLocation	OHIO
Jurisdiction	OH
Court	AUGLAIZE MUNICIPAL COURT
CommercialVehicle	N
OrderNumber	1706735A
EventType	VIOLATION
Description	TAG/STICKER VIOLATION
ACD	-
AVD	DD03
FooterStateInfo	
Text	If you have any questions regarding the content of this Driving History Report
Text	please contact Customer Care at 888-947-2622. Thank you

Employment Record

PAST EMPLOYMENT - GUARDANT HEALTH, INC.	
Company Phone Number:	(855) 698-8887
Company Address:	, Redwood City, CA
Respondent:	Davina Patel, People Operations Associate
Location:	505 Penobscot Dr, Redwood City, CA 94063
Respondent Phone Number:	(855) 698-8887
Email Address:	peopleteam@guardanthealth.com
Verification Obtained By:	FAX
Verification Verified By:	NAME, DOB AND SSN

< Applicant Info >		< Respondent Info >
09 / 2016	Start Date	09/15/2016
10 / 2017	End Date	10/03/2017
Account Executive	Job Title	(verified)
! Downsized. The Cleveland market is no longer viable or being supported with an Account Executive. Pittsburgh (the other part of my territory) is now being covered by the W. Virginia representative	Reason For Leaving	! Misconduct

Would you rehire?

I No

If not, why?

I She was terminated for misconduct.

Additional Comments:

Please note that no further information regarding the reason for rehire ineligibility was provided on the return fax.

The above information was verified on: 12/15/17 08:23 AM

Reviewed by Justifacts Quality Control on: 12/15/17 09:11 AM

PAST EMPLOYMENT - ASTRAZENECA PHARMACEUTICALS	
Company Phone Number:	(800) 236-9333
Company Address:	(not provided), Wilmington, DE
Respondent:	AstraZeneca & MedImmune, Automated Verification Service
Location:	1800 Concord Pike, Wilmington, DE 19850
Verification Obtained By:	VERIFICATION SERVICE
Verification Verified By:	VERIFICATION SERVICE

< Applicant Info >		< Respondent Info >
04 / 2015	Start Date	(see comments)
05 / 2016	End Date	05/02/2016
Clinical Oncology Specialist	Job Title	(not released)
Separation - I chose to leave for various reasons, and was supported by AZ with this decision	Reason For Leaving	(not released)

Would you rehire?

(not released)

Additional Comments:

Please note that this company required an automated service (The Work Number) for all verifications. This automated service provided dates of employment only. The automated service did not provide an original hire date; however, a most recent hire date of 04/13/2015 was provided. Click the "<-- View Report -->" link to view this report.

[<-- view report -->](#)

The above information was verified on: 12/07/17 08:36 AM

Reviewed by Justifacts Quality Control on: 12/07/17 08:37 AM

PAST EMPLOYMENT - NOVARTIS PHARMACEUTICALS	
Company Phone Number:	(862) 778-8300
Company Address:	(not provided), East Hanover, NJ
Respondant:	Novartis Pharmaceuticals Corporation, Automated Verification Service
Location:	One Health Plaza, East Hanover, NJ 07936
Verification Obtained By:	VERIFICATION SERVICE
Verification Verified By:	VERIFICATION SERVICE

< Applicant Info >		< Respondent Info >
12 / 2012	Start Date	12/21/2012
04 / 2015	End Date	04/06/2015
Sr. Respiratory Sales Specialist	Job Title	Sr Sales Specialist
Opportunity to get back into Oncology, and join AstraZeneca	Reason For Leaving	(not released)

Would you rehire?

(not released)

Additional Comments:

Please note that this company required an automated service (The Work Number) for all verifications. This automated service provided dates of employment and job title only. Click the "<-- View Report -->" link to view this report.

[<-- view report -->](#)

The above information was verified on: 12/07/17 08:33 AM

Reviewed by Justifacts Quality Control on: 12/07/17 08:34 AM

Confirmation of Degree

C.O.D. - Kent State University	
Name While Attending School:	Jill M Beckman
School Name:	Kent State University
School Address:	Kent, OH
School Type:	UNIVERSITY
Information Provided By:	Kent State University
Department/Title:	Automated Verification Service
Phone Number:	(not provided)
Verification Obtained By:	VERIFICATION SERVICE
Verification Verified By:	VERIFICATION SERVICE

< Applicant Info >		< Respondent Info >	
09 / 1985	Start Date	08/01/1985	
12 / 1989	End Date	12/16/1989	
1989	Graduation Year	(verified)	
Bachelor's: Rhetoric and Communication	Degree Received	BACHELOR OF ARTS; MAJOR(S): RHETORIC AND COMMUNICATION	

is the accrediting agency recognized by the U.S. Department of Education or the Council for Higher Education Accreditation?

Yes

Additional Comments:

Information for this applicant was obtained from the National Student Clearinghouse. In certain circumstances, the National Student Clearinghouse may uncover additional information about an applicant which might include additional degrees, minor fields of study, and/or information about the applicant's major course of study. Please click the link below to view the complete report. Note: 1 record(s) have been found.

[<-- view report -->](#)

The above information was verified on: 12/07/17 08:39 AM
Reviewed by Justifacts Quality Control on: 12/07/17 08:43 AM

This completes the information requested for Jill Melissa Beckman.

If you have any questions regarding the above information, please do not hesitate to contact us.

Sincerely Yours,

Karen Cook
Account Manager

[- Click here to view/print Notice to users of Consumer Reports -](#)

[- Click here to view/print Applicant Summary of Rights -](#)

Bayer U.S. LLC	Jill Melissa Beckman
<p>This information is furnished in response to an inquiry for the purpose of screening. It has been obtained from sources deemed reliable. However, the accuracy of this information is not guaranteed by this organization. Information contained herein should not be the sole determination in evaluation of this individual. The inquirer has agreed to indemnify and hold reporting bureau harmless from claims or damages arising from misuse of this information, including Attorney fees incurred by the responsible bureau in connection with any such claims, and this report is furnished in reliance upon that indemnity. You must hold the information in strict confidence and comply with the provisions of Public Law 91-508, the Fair Credit Reporting Act. Quotes used for references from supervisors and others are to the best of our ability and may have been slightly modified to correct grammar or complete sentences. The language of this interview may have been changed slightly in the interest of clarity and continuity.</p>	

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BECKMAN 000351

Bayer: Applicant Portal



100 Bayer Road, Pittsburgh, PA. 15205

December 27, 2017

Jill Melissa Beckman
6900 Spencer Lake Road
Medina, OH 44256

Dear Jill:

Thank you for your interest in employment with BAYER U.S. LLC. Based in whole or in part on our hiring criteria, including information recently obtained in a consumer report completed by Justifacts Credential Verification, Inc., BAYER U.S. LLC may be unable to extend an offer of employment to you. Enclosed please find a copy of your consumer report and a copy of your rights under the Fair Credit Reporting Act.

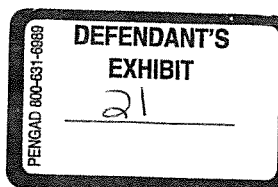
The Fair Credit Reporting Act allows applicants a reasonable amount of time to dispute the information contained in a background investigation. If you wish to dispute the accuracy or completeness of any information contained in your consumer report, please contact the Justifacts Compliance Officer at the address or phone number listed below within ten (10) business days of receipt of this letter:

Justifacts Credential Verification, Inc.
FCRA Compliance
5250 Logan Ferry Road
Murrysville, PA 15668
Phone (800) 356-6885
<https://www.justifacts.com/>

Please be advised that Justifacts Credential Verification, Inc. does not make the hiring decisions and is unable to provide specific reasons for them. Thank you for your interest in our company.

BAYER U.S. LLC

Report Number: 2259742
Page: 1



GH-BAYER 0026

From: Jill Beckman <jillbeckman1123@gmail.com>
Sent: Saturday, December 30, 2017 9:28
To: The People Team; Amelia Merrill; davina.patel@guardanthealth.com
Subject: Re: Employment Verification

Hi People Team, Amelia, and Davina,

Thank you again for responding to Justifacts. I received the results, and saw that Davina did not follow the below terms of our agreement, and provided additional information about my termination. Most companies do exactly what is noted below, and do not respond to "Reason for Leaving" or "Would you Rehire?"

I understand that employee references come through the People Operations Team and cover last employee title, date of hire and date of separation only. Should I have any questions I am to contact the People Operations Team.

I may not be hired for this new job due to Davina stating I was terminated for misconduct. Will you please respond, and confirm that any future inquiries will cover what is noted above **"last employee title, date of hire and date of separation only?"**

Thank you.

Jill

On Dec 18, 2017, at 5:24 PM, The People Team <peopleteam@guardanthealth.com> wrote:

Hi Jill, you are all set. It was sent it last week and Aisha confirmed today. Good luck with your new role.

Happy Holidays.

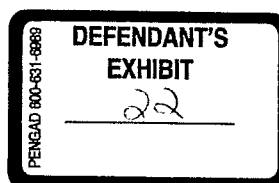
Gail

-----Original Message-----

From: Jill Beckman [mailto:jillbeckman1123@gmail.com]
Sent: Monday, December 18, 2017 11:54 AM
To: The People Team <peopleteam@guardanthealth.com>
Subject: Employment Verification

Hi People Team,

Happy Holidays!



Bayer: Applicant Portal



100 Bayer Road, Pittsburgh, PA. 15205

January 11, 2018

Jill Melissa Beckman
6900 Spencer Lake Road
Medina, OH 44256

Dear Jill:

This letter is to notify you that BAYER U.S. LLC is unable to extend an offer of employment to you. This decision was made based in whole or in part on information received in a consumer report from Justifacts Credential Verification, Inc. (Justifacts). Please note that Justifacts does not make employment decisions for BAYER U.S. LLC and is unable to provide you with specific reasons for them.

You have the right to dispute the accuracy or completeness of any information in your consumer report by contacting Justifacts. You may also obtain a free copy of your consumer report directly from Justifacts if you make your request within sixty (60) days of receipt of this notification.

For more information on how to request a copy of your consumer report, how to dispute the accuracy or completeness of any information in your consumer report or to obtain additional information related to the Fair Credit Reporting Act, please contact the Justifacts Compliance Officer at the following address or phone number:

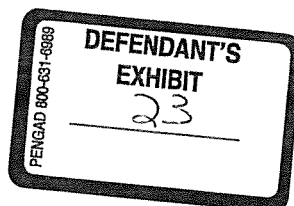
Justifacts Credential Verification, Inc.
FCRA Compliance
5250 Logan Ferry Road
Murrysville, PA 15668
Phone (800) 356-6885
<https://www.justifacts.com/>

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